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**UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION**

ELI SILVA, on behalf of himself)
 and all others similarly situated,)
)
 Plaintiff,)
)
 v.)
)
 WHALECO, INC., d/b/a TEMU,)
)
 Defendant.)
)

Case No. 3:24-cv-02890-SK

**JOINT STIPULATION AND [REDACTED]
 ORDER SETTING BRIEFING SCHEDULE
 AND CONTINUING CASE MANAGEMENT
 CONFERENCE**

[Civil Local Rule 6-2]

Assigned to: Honorable Sallie Kim

1 Defendant Whaleco Inc. and Plaintiff Eli Silva hereby stipulate and agree, through their
 2 undersigned counsel and pursuant to Civil Local Rule 6-2, to the following schedule, subject to
 3 the approval of the Court. In support of this joint stipulation, the parties state as follows:

4 1. Plaintiff filed his Complaint on May 13, 2024. ECF No. 1.

5 2. Defendant, after reviewing the allegations in the Complaint and conducting an
 6 initial investigation of the claims therein, has determined that it will move to compel arbitration
 7 on the ground that Plaintiff's claims are subject to a mandatory arbitration provision. Defendant
 8 will also move to transfer venue pursuant to a forum selection provision. Plaintiff intends to oppose
 9 those motions. If the motions are unsuccessful, Defendant intends to file a motion to dismiss,
 10 including under Rule 12(b), which Plaintiff will oppose.

11 3. The parties have conferred and agree that, while the motion to compel arbitration
 12 and motion to transfer venue are pending, it would be premature to brief and litigate a motion to
 13 dismiss. To that end, in the interest of promoting the most efficient use of the parties' and the
 14 Court's resources, the parties have agreed (1) to brief and resolve Defendant's motion to compel
 15 arbitration and motion to transfer venue before litigating any motion to dismiss, and (2) to postpone
 16 the initial case management conference, which is currently scheduled for August 12, 2024, to give
 17 the Court a chance to rule on Defendant's motion to compel arbitration and motion to transfer
 18 venue before holding the conference.

19 4. The parties have therefore agreed to the following briefing schedule:

20 a. Defendant shall file its motion to compel arbitration and motion to transfer venue
 21 on or before July 15, 2024.

22 b. Plaintiff shall file any oppositions within thirty (30) days of Defendant's motions.¹

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 28 ¹ Plaintiff reserves the right to seek arbitration-related discovery, which may necessitate Plaintiff seeking a further extension of time. Defendant reserves the right to object to the same.

- c. Defendant shall file any replies within twenty-one (21) days of Plaintiff's oppositions.
 - d. Any hearing on Defendant's motion to compel arbitration and motion to transfer venue shall be held as soon as the Court's calendar allows.
 - e. Defendant need not respond to the Complaint while its motion to compel arbitration and motion to transfer venue are pending. If the Court denies Defendant's motions, or upon the exhaustion of Defendant's appellate rights concerning such motions, whichever is later, Defendant shall file its motion to dismiss within thirty (30) days thereafter; Plaintiff shall file any opposition twenty-one (21) days thereafter; and Defendant shall file any reply fourteen (14) days thereafter.
 - f. Any hearing on the motion to dismiss shall be held as the Court's calendar allows.
 - g. The initial case management conference shall be continued and rescheduled at the motion to dismiss hearing, as the Court's calendar allows.
5. To date, the parties have not stipulated to any extensions of time.
 6. The parties therefore agree and stipulate to the above dates.

[Signatures on following page]

1 DATED: June 21, 2024

Respectfully submitted,

2 By: /s/ Sophia Goren Gold

By: /s/ Steven N. Feldman

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16 **ORDER**

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19 The Court hereby GRANTS the stipulation. Defendant shall have through July 15, 2024, to
20 file its motion to compel arbitration and/or transfer. In Defendant's notice of motion, it shall
21 include the dates set out in this stipulation. In light of the foregoing, the Court
22 CONTINUES the initial case management conference to January 13, 2025, at 1:30 p.m.

23 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

24 Dated: June 24, 2024


Honorable Sallie Kim
United States Magistrate Judge

ATTESTATION

I am the ECF user whose identification and password are being used to file the foregoing Joint Stipulation Setting Briefing Schedule and Continuing Case Management Conference. Pursuant to Civil Local Rule 5-1(i)(3) regarding signatures, I, Steven N. Feldman, attest that concurrence in the filing of this document has been obtained.

Dated: June 21, 2024

/s/ Steven N. Feldman

Steven N. Feldman